

CITY OF JACKSON
Parks & Recreation Department

4503 Officer Thomas Catching Sr., Drive
Jackson, MS 39209
Telephone: (601) 960-1848
Fax: (601) 0960-6324
Email: jcrump@city.jackson.ms.us

REQUEST FOR PROPOSALS

Proposal# 09495-031114

FOR

**LAWN CARE and MAINTENANCE SERVICES FOR TWO (2)
LOCATIONS OPERATED BY THE CITY OF JACKSON**

Advertised on: Thursday, February 13 & 20, 2014
Due Date: Tuesday March 11, 2014 at 3:30 P.M.CST

SECTION I – INTRODUCTION and INTENT of RFP:

Notice to Vendors

Pursuant to General Instructions, **sealed proposals** will be received by the City of Jackson City Clerks' Office for (1) Metro Parkway and (2) O. B. Curtis Drive entry to the plant and along the drive as per the attached layout, per the experience, qualified vendors who specialize in commercial Lawn Care and Maintenance Services for the following:

REQUEST FOR PROPOSAL 09495---031114 Lawn Care Maintenance Services

Proposals will be accepted until **Tuesday, March 11, 2014 at 3:30 P.M.** at the City of Jackson City Clerks' Office, 219 South President Street, Jackson, Mississippi 39201. Complete specifications and instructions are attached herewith.

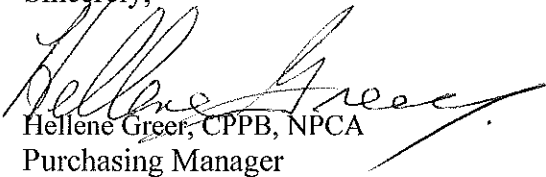
The City of Jackson plans to contract for Lawn Care and Maintenance Services at two (2) different locations throughout the City. This Request for Proposal is for Lawn Care and Maintenance Services ONLY. We expect the selected Contractor to begin work on or around April 3, 2014.

Proposal documents may be obtained from City of Jackson Website at **WWW.JACKSONMS.GOV**, or the City of Jackson Purchasing Division Office, at the 200 South President Street, Suite 604, Jackson, MS 39201.

Proposals shall be submitted on the standard forms furnished by the City and shall be submitted in a sealed envelope identifying the Contractor's name, the RFP title, the RFP number, and the RFP due date **on the face of the envelope, consisting of one (1) Original and two (2) copies.**

Submission of a proposal signifies the Contractor's agreement that its proposal and the content thereof are valid and will become part of the contract that is negotiated between City of Jackson and the successful Contractor. All prices submitted with the proposal shall remain in effect for the contract period, starting after approval and lasting though a three (3) year term with an option to extend an additional two years on a one year interval.

Sincerely,



Hellene Greer, CPPB, NPCA
Purchasing Manager

SECTION II – SCHEDULE:

CITY OF JACKSON GOVERNMENT

Lawn Care and Maintenance Services Request for Proposal Schedule

Monday, February 10, 2014	RFP notices e-mailed, to publication or newspaper, for Thursday print.
Wednesday February 26, 2014 1:00 P.M.	Pre-proposal meeting and guided tour of all properties or facilities. The meeting will take place at 1:00 P.M. in the Parks Maintenance Office Facility, 4503 Officer Thomas Catching, Sr. Drive, (Formerly South Drive), Jackson Mississippi 39209. Vendors must sign in.
March 4, 2014, 5:00 P.M.	Last day for questions. Questions must be signed and submitted in writing by 5:00 P.M. Questions may be delivered either by mail, e-mail or fax.
Tuesday, March 11, 2014 3:30 P.M.	Proposal receipt deadline. Proposals opened, All proposals are due no later than Tuesday, March 11, 2014; 3:30 P. M.
Tuesday, March 11, 2014; 3:30 P.M.	Proposal receipt deadline. Proposals opened. All proposals are due at the City Clerks' Office of Jackson, MS 39201, by 3:30 PM. No late proposals will be accepted.
	RFP-09495-031114—Lawn Care & Maintenance Services
	Contracts term propose to begins on or around April 4, 2014.

SECTION III -- BACKGROUND:

The City of Jackson, Parks & Recreation is soliciting proposals for Lawn Care and Maintenance Services for the locations listed below. The Parks & Recreation Division is located at:

4503 Officer Thomas Catching, Sr. Drive, (Formerly South Drive), Jackson, MS 39209.

The City of Jackson, Park Maintenance is requesting contract lawn care services at these locations. The contract resulting from this RFP will be for the two (2) facility locations listed below.

FACILITY LOCATIONS CHART

DEPARTMENT/LOCATION	ADDRESS	CITY
METRO PARKWAY	Between Prentiss Street & Gallatin Street	Jackson
O. B. CURTIS WATER PLANT, AS INDICATED ON THE MAP.	100 O. B. CURTIS DRIVE	Ridgeland 39157

SECTION IV -- GENERAL CONDITIONS and FINANCIAL PROVISIONS:

CONTRACTOR QUALIFICATIONS: The successful Contractor must be properly licensed to do business within the State of Mississippi. The successful Contractor shall have been in the Lawn Care and Maintenance business for a minimum of two (2) years. The Contractor shall have a person available during normal business working hours to address any problems or complaints.

PRICING: The Contractor warrants that the pricing stated herein shall remain firm for a period of three (3) years from the first day of the contract period, and an additional two years if approved. Pricing shall include all charges that may be imposed in fulfilling the terms of the contract.

HOURS: Hours of lawn care and maintenance shall **ONLY** be performed from 5:00 A.M. until 9:00 P.M. Monday through Friday and 7:00 A.M. until 9:00 P.M. on Saturday. City observed holidays are exempt. The City of Jackson shall provide the Contractor with holiday schedules.

TERMS OF CONTRACT: The initial contract term will be from April 3, 2014 through September 26, 2016. The contract maybe renewable on an annual basis for an additional two (2) years provided that the services have been satisfactory. There should be twenty-five (25) cuts a year.

CONTRACT AGREEMENT: All subsequent contract agreements as a result of an award hereunder, shall incorporate all terms, conditions, and specifications contained herein, and in response hereto, unless mutually amended in writing.

SIGNED PROPOSAL CONSIDERED AN OFFER: Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this proposal will become part of the contract, if the proposal shall be deemed approved and accepted by a majority of the present Jackson City Council. In the event of a default on the part of the Contractor after acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

PAYMENT TERMS: Payment terms are NET 30 days following receipt of correct invoice. Invoices must be submitted to:

For: Metro Parkway & O. B. Curtis Drive

**TO: City of Jackson
Attn: Accounts Payable
P. O. Box 17
Jackson, MS 29205**

You must first have your service provided order approved by the Parks Maintenance Division Manager, James Crump 601-960-1848 or 0492.

The City of Jackson is responsible for all payments to the Contractor under this contract.

SUBCONTRACTING: The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

CHANGES: The City of Jackson shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

AVAILABILITY OF FUNDS: Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal. If funds become unavailable for these services the contract will cease with a 15 day notice to the contractor.

NON-DISCRIMINATION: The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of Mississippi.

ADVERTISING: In submitting a proposal to the City of Jackson, Mississippi, the Contractor agrees not to use the results of their proposal as a part of any commercial advertising.

CONFIDENTIALITY OF PROPOSALS: In submitting a proposal the Contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the City of Jackson until after the award of the contract. Contractors not in compliance with the provision may, at the option of The City of Jackson, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

COST FOR PROPOSAL PREPARATION: Any costs incurred by Contractors in preparing or submitting proposals are the Contractors' sole responsibility. The City of Jackson will not reimburse any Contractor for any costs incurred prior to or after an award of this contract.

TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days following the submittal date, Thursday, March 11, 2014. Although the contract is expected to be awarded prior to that time, the 90-day period is requested to allow for unforeseen delays.

RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors shall become the property of the City of Jackson, Mississippi when received.

COLLUSIVE BIDDING: The vendor's signature on the City of Jackson "Request for Proposal (RFP)" is a guarantee that the prices quoted have been arrived at without collusion with other eligible Contractors and without effort to preclude the City of Jackson Government from obtaining the lowest possible competitive price.

GENERAL INDEMNITY: The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify the City of Jackson Government, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City of Jackson or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by the City of Jackson or City of Jackson officials (including the City Park Manager, the Jackson City Council, as well as the City of Jackson other officers, agents, and employees) from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the City of Jackson Government or the City of Jackson officials (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

CONFLICT OF INTEREST: All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the City of Jackson, Mississippi Government. All Contractors must also disclose in writing with their proposal the name of any employee of the City of Jackson, Mississippi Government who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify the City of Jackson, Mississippi, Government of any omissions or errors found in this document.

INSURANCE COVERAGE: During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- **General Liability** – The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage.
- **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of Mississippi, as well as employer's liability coverage if you employer 5 or more people. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract.
- **Automobile** - Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be according to the amount set by the State of Mississippi for all lines, bodily injury and property damage; uninsured/under insured motorist; and medical payment.

INSURANCE REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of Mississippi. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Mississippi. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Mississippi laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

OTHER INSURANCE PROVISIONS: The policy or policies are to contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions.
- B. Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice to the City of Jackson.

The Contractor must include a copy of their insurance certificate with their proposal package. Upon award of this contract, the selected Contractor shall add the City of Jackson Government as a Certificate Holder to their insurance policy.

PROPOSAL OPENING: The proposal deadline is Tuesday, March 11, 2014 at 3:30 P.M. On that date and time the package containing the proposals from each responding Contractor will be publicly opened at the City Clerk's Office. At that time the name of the Contractor and the cost(s) offered will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) announced at that time may not be an exact indicator of the Contractor's pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the contract.

EVALUATION CRITERIA: The City of Jackson, Parks Department at its sole discretion, will recommend to the Jackson City Council that this service or contract be awarded to the most responsible, responsive Contractor, following an objective evaluation. The proposals will be evaluated on a "best overall value" basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Contractors ability to follow the specifications, the Contractors ability to provide a team of skilled, trained employees, the Contractors experience with similar projects and the Contractors responses to "Mandatory Issues". In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Contractors to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. However, Contractors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor in their proposals.

The City of Jackson reserves the right to make independent investigations as to the qualifications of the Contractor. Such investigations may include contacting existing customers. Contractors should keep in mind that this is a Request for Proposals and not a request to contract. The City of Jackson reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of the City of Jackson.

REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.

AWARD OF BID: The City of Jackson, at its sole discretion, will recommend the award of this contract to the City Council, to the most responsible, responsive Contractor, following an objective evaluation. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on "**BEST VALUE.**" "**BEST VALUE**" will allow the City of Jackson to consider factors beyond pricing such as whether the responsible Contractor is able to meet and/or exceed the required specifications. "**BEST VALUE**" will permit and reflect prudent stewardship of public funds and trust. Award of the contract to one Contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to the City of Jackson.

NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Contractor and the award for Lawn Care and Maintenance Services has been made, the successful Contractor will be notified within ten(10) working days of this award. The City of Jackson will notify the successful Contractor in writing, either by a LETTER OF AWARD, a PURCHASE ORDER or both. VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION, AND THEREFORE WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

TERMINATION FOR CAUSE: the City of Jackson reserves the right to terminate this contract at anytime for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should the City of Jackson elect to terminate part or this entire contract for cause, the City of Jackson will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the City of Jackson.

TERMINATION WITHOUT CAUSE: The City of Jackson and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

SECTION V – EMPLOYEE GUIDELINES:

DRUG POLICY: The Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees that their employees shall comply with the City of Jackson's Drug-Free Workplace Policy.

AUTHORIZED PERSONNEL: While engaged in the performance of these Lawn Care and Maintenance Services, only authorized employees of the Contractor are allowed at the City of Jackson locations where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

EMPLOYEE GUIDELINES: The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

SECTION VI – SAFETY:

SAFETY: The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title "Scope of Work". The Contractor and any persons employed by the Contractor shall be required to wear the following safety items as required by OSHA regulations while performing any part of the work listed under the title "Scope of Work". These safety items are: steel-toed boots, gloves, hearing protection, and eye protection.

State and Federal Regulations: The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

City of Jackson Safety Coordinator: The City of Jackson's Safety Coordinator shall be given full access to inspect all aspects of the job, work zone, equipment, personal protective equipment and all areas and aspects of the job for compliance with OSHA, State, and Federal safety regulations. Should the City Safety Coordinator identify any areas of concern, the Contractor shall, at his expense, address these concerns to the satisfaction of the City's Safety Coordinator.

Should the Contractor fail to remedy any identified safety concerns, where feasible, the City Safety Coordinator shall have functional authority to halt work until said safety concerns are corrected to the City's Safety Coordinator's satisfaction.

Should the Contractor fail to remedy any verifiable safety concerns identified by the City's Safety Coordinator, the City, at its' option may cancel any agreement, reserving for itself any remedies it may have for breach of contract.

Public Safety: The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

SECTION VII -- SPECIAL CONDITIONS:

PRE-PROPOSAL MEETING AND FACILITY TOUR: A pre-proposal meeting will begin at the City of Jackson, Park Maintenance Division Building at 1:00 P.M CST on Wednesday, February 26, 2014. City of Jackson, Park Maintenance Division Building is located at:

**4503 Officer Thomas Catching, Sr., Drive; (Formerly South Drive)
Jackson, Mississippi 39209
Phone (601) 960-1848**

The purpose of this meeting is to discuss the project and to answer any questions potential Contractors may have. It is also requested that the Contractors take the tour the facilities referenced in this RFP during this pre-proposal meeting. This pre-bid meeting is not mandatory, but your attendance is strongly recommended. **No meetings or tours to review the Scope of Work for the Lawn Care and Maintenance Service will be held individually or separately before or after this pre-proposal meeting.**

CONTRACTOR SUPERVISION: The Contractor or the Contractor's authorized agent shall make sufficient routine inspections to ensure the Lawn Care and Maintenance work is performed as required by the contract. The Contractor and the Contractor's authorized agent must be literate and fluent in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel.

HISTORICALLY UNDERUTILIZED BUSINESSES: The City of Jackson invites and encourages participation in this Request for Proposals process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

SECTION VIII – PROPOSAL INFORMATION:

- Proposals for LAWN CARE and MAINTENANCE SERVICES will be received by City of Jackson at the City Clerk's Office of Jackson, until Tuesday, March 11, 2014 at 3:30 P.M. CST. Proposals may be submitted by mail or delivered in person. **NO** faxed proposals will be accepted. The City Clerk's Office must receive all proposals at the following location PRIOR to the date and time specified. Any proposal received after the date and time prescribed shall **NOT** be considered for award and the proposal shall be returned to the Contractor.

Each proposal must be submitted in a sealed envelope, addressed to:

DELIVERY ADDRESS: City Clerk's Office of Jackson
Attn: RFP Receiving
219 South President Street
Jackson, MS 39201

MAILING ADDRESS: City Clerk's Office of Jackson
Attn: RFP Receiving
P. O. Box 17
Jackson, MS 39205

- Each sealed envelope containing a proposal must be plainly marked with the **"CONTRACTOR'S NAME", "RFP TITLE", "RFP NUMBER", and the "RFP OPENING DATE & TIME"**.
- All proposals must be submitted on the required forms. All blank spaces for bid prices must be completed in ink or typewritten. The Bid Forms must be completed, signed, and dated by an official of the company authorized to bind the firm. Unsigned proposals will not be considered. Proposals must consist of one (1) original and two (2) copies. These proposals shall be marked as such – Original and Copy.

- Questions regarding this RFP must be submitted in writing directly to **James Crump**, jcrump@city.jackson.ms.us or Faxed to 601-960-1983.
- All locations must be bid individually.
- All questions in the "Mandatory Questions to be answered" must be fully addressed in your proposal.
- The successful Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Accuracy of the Contractors proposal should be based on information provided during the pre-proposal meeting, site visitations and a careful review of the RFP specifications including any addenda. After proposals have been submitted, the Contractor shall not assert there was a misunderstanding concerning the quantity or nature of the work to be performed in an effort to alter their responsibility to successfully perform the work without additional expense to Hinds County.
- Each Contractor and their employees are expected to be trained and experienced in Lawn Care and Maintenance Services on a small or large scale. When submitting a proposal, the Contractor should include a statement of experience where Lawn Care and Maintenance Services have been performed in similar work situations and environments.
- The City of Jackson may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in these specifications. If requested, the Contractor shall provide the City of Jackson with all such information and data for this purpose. The City of Jackson reserves the right to reject any proposal if the evidence submitted by or derived from an investigation of such Contractor fails to satisfy the City of Jackson that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work specified in this RFP.
- A conditional or qualified proposal will not be accepted.

SECTION IX – MANDATORY ISSUES:

1. List or detail all pertinent information and data that would indicate the ability of your organization to satisfactorily fulfill the work as outlined in this Request for Proposals.
2. Has a member of your management team personally inspected the proposed work sites? Please include a copy of your complete plan for the performance of specified work?
3. How will your company supervise your employees during the performance of the work?

SECTION X -- SCOPE OF WORK:

CONTRACTOR RESPONSIBILITIES: The chosen Contractor shall provide the management, supervision, and manpower necessary to provide the Lawn Care and Maintenance Services, as detailed in this proposal. All work shall be performed in a professional and workmanlike manner.

1. This contract is for three (3) year with a renewal option for two (2) additional, one-year periods taking into account all pricing, terms and conditions remain the same. (This could be a five-year contract).
2. Services for each facility must be bid individually on the bid sheet. One contract will be awarded for all sites.

3. The Park Maintenance Division Superintendent, James Crump, shall be the Contract Administrator and the point of contact regarding services to be preformed, supplies needed, submission of the self-reporting forms and invoicing.
4. There will be a self-reporting model included with this contract. These reports are to be submitted each month to the Contract Administrator. One set of reports will be provided. All other reports are the responsibility of the Contractor. This report is essentially a "checklist" stating that work has been done and is to be signed by the Contractor.

YARD MAINTENANCE PRODUCTS: The City of Jackson will supply grass seed, fertilizer, lime, pine needles, mulch, and herbicides needed to perform the Lawn Care and Maintenance Services. **All equipment shall be supplied by the Contractor.**

The successful Contractor shall be prepared to perform the following services, according to the work schedule outlined in the specifications below:

ALL LOCATIONS --WEEKLY -- from around APRIL 4th until SEPTEMBER 26th

- Trash and litter pick-up and removal from the parking lot(s), sidewalks, courtyard(s), and grassy areas prior to mowing.
- Grassy areas mowed.
- Grass trimmed, edged and weeding eating of borders and edges.
- Concrete areas and parking lots are to be blown or swept to remove grass trimming after mowing and trimming.
- The City reserves the right to delay the weekly cut one week due to extreme wet or dry conditions. The City may delay a total of two cuts during the season. The City will determine extremely wet or dry conditions.
- Prior to cutting contractor must remove all debris/litter prior to cutting.
- Cut and weed-eat along the entry to the O. B. Curtis entry way of spillway.
- Weekly Cutting of grass, weed-eat around trees and along edge of the drive way.
- Blowing of driveway and walks
- Removal of clippings, old mulch, leaves
- Removal of weeds from cracks in curbs/ sidewalks
- The (10) feet cut on outside of fence, weed eat fence perimeter
- Weed-eat around signs, trees, walkways and provide a 10 ft. cut on each side of O. B. Curtis Driveway. Concrete areas and parking lots are to be blown or swept to remove grass trimming after mowing and trimming.

See the attach map of the area layout, for O. B. Curtis

SECTION XI--REPORTS:

WITH INVOICE TO JAMES CRUMP

Month: _____

This report must be submitted monthly to the Contract Administrator or to the Contract Administrator's authorized agent.

Please provide the date on which work was completed along with your invoice.

WEEKLY (April 4th -September 26th):

Date _____

Parkway& O.B. Curtis

_____ _____ Trash and litter pick-up and removal from the parking lot(s), sidewalks, Courtyard, and grassed area prior to mowing.

_____ _____ Grassed areas mowed.

_____ _____ Grass trimmed, edged and weeding eating of borders, edges, trees and signs.

_____ _____ Concrete areas and parking lots are to be blown or swept to remove grass trimming after mowing and trimming.

Weed eat around sign cut 10 feet each side OB Curtis Dr





SECTION XI -- CONTRACTOR INFORMATION:

1. Owner of the Company _____
 2. Location of the Company _____
 3. List the number of years in business: _____
 4. Is your business full or part-time? _____
 5. List the number of people employed on a regular basis. _____
 6. Do you maintain an office that is staffed during normal daily working hours?

 7. Who is the County's contact person in the event your firm is awarded the contract?

- E-mail Address: _____
8. List at least four (4) references of firms (not residences) in which your company has provided lawn care and maintenance services within the past two (2) years.

Company Name	Contact Name	Telephone Number

**City of Jackson, Park Maintenance
Specification Contact Person & Telephone
James Crump, Superintendent
4503 Officer Thomas Catching, Sr. Drive
Jackson, MS 39209
(601) 960-1848**

REQUEST FOR PROPOSAL (RFP)

RFP TITLE:
Lawn Care and Maintenance Services

RFP NUMBER:
09495-031114

Issue Date: **February 13, 2014**

Purchasing Contact & Telephone
Hellene Greer, CPPB, NPCA
Purchasing Manager
601-960-1533

PROPOSAL DUE DATE & TIME:

March 11, 2014 3:30 P.M. CST @ CITY CLERKS' OFFICE

NOTE: Proposals received after the opening date and time will not be accepted.

The city of Jackson solicits your company to submit a proposal on the above referenced project. By signing this form, the Contractor signifies their acceptance of all terms, conditions, and specifications set forth in this Request for Proposals. All proposals must have an authorized signature in the space provided below. One (1) Original and Two (2) copies of your proposal must be sealed and delivered to: City Clerk's Office of Jackson, 218 South President Street, Jackson, MS 39201 before the RFP deadline. The package containing proposals for this project must reference the "CONTRACTOR'S NAME", "RFP TITLE", "RFP NUMBER", and the "RFP OPENING DATE & TIME". **NO** faxed proposals will be accepted. The City of Jackson will not be responsible for late or lost bids by the U.S. Postal Office or any other delivery services used by the Contractor. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE CONTRACTOR.

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

EMPLOYER'S FEDERAL IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER CONTRACTOR SUBMITTING A PROPOSAL FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP AS OR FOR THE CONTRACTOR.

AUTHORIZED SIGNATURE: _____

TYPED OR PRINTED NAME: _____

TITLE: _____ DATE: _____

PART III: Cost Proposal/Execution of Proposal

By submitting this proposal, the potential Contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The Contractor has attended the pre-proposal meeting and site visits and is aware of prevailing conditions associated with performing these services.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within 90 days from the date of the opening.

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

BY: _____
Signature Typed or printed name

Title Date

THE EBO APPLICATION

*****The (EBO) Application form must be completed by all vendors and return with ALL bids. The EBO Staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**

CITY OF JACKSON, MISSISSIPPI

**Chokwe Lumumba
Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)
PLAN APPLICATION**

**Department of Planning and Development
Office of Economic Development**

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY ORDINANCE

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a *completed* and *signed* Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Ordinance, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 6-1-09)

EQUAL BUSINESS OPPORTUNITY SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Ordinance, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) The amount of work subcontracted;
 - (b) The type of prime contract;
 - (c) Whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) Whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) Whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
 - (f) Standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$10,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;
 - (e) The method of and responsibility for accounting;
 - (f) The methods by which disputes are resolved; and
 - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) Type of technical assistance to be provided by mentor;
- (b) Rights and responsibilities of each mentor and protégé contracting activity;
- (c) The specific duration of the agreement;
- (d) The amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. Company Name: _____
Address: _____
City: _____ State: _____ ZIP Code: _____
Telephone: (_____) _____
E-mail: _____

II. Bid Name and Number: _____

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: ***(SEE ATTACHMENTS)***

If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. Total Bid Amount: \$ _____

V. WAIVER REQUESTED ... ☐ *(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required *WAIVER STATEMENT*. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

*** The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
 - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

**If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section 127-19 of the EBO Ordinance.

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

Authorized Signature and Title

Date

PRINT "AUTHORIZED" NAME HERE: _____

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

_____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
_____ African-American (AABE)
_____ Asian (ABE)
_____ Hispanic (HBE)
_____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %